CITY OF EUREKA MUNICIPAL AUDITORIUM RENTAL CONTRACT

I. 1	FACII	LITY Municipal Auditorium		
	DAY	Y & DATE *HOURS		
	DAY	Y & DATE *HOURS		
		UIPMENT NEEDEDStage, house lights, balcony,		
II.	NAM	ME OF INDIVIDUAL		
	ADD	DRESSTELEPHONE(HM)		
	ORG	GANIZATION REPRESENTED TELEPHONE(WK)		
III.	EVE	ENT INFORMATION		
	Α.	EVENT TYPE ATTENDANCE		
	В.	NAME OF PERFORMERS:		
	C.	SHOW TIME BUILDING OPEN TO PUBLIC		
	D.	NUMBER OF TICKETS PRINTED: @ \$ = \$	<u> </u>	
		NUMBER OF TICKETS PRINTED: @ \$	_	
	E. WILL CONCESSIONS BE SOLD? ESTIMATED GROSS RECEIPTS \$ NOTE: **GLASS BOTTLES ARE PROHIBITED IN THE MUNICIPAL AUDITORIUM**			
	F.	ALCOHOL SERVED YES X NO If yes, your signature on this contract states your agreement to abide by the alcohol rules and regulations listed in the Policy For Use of City Recreation Facility Rentals (provided with contract). ALCOHOL SOLD YES X NO If yes, a permit must be obtained from the Alcohol Beverage Control Board and a copy submitted to the City of Eureka Public Works Dept.		
		**According to existing City policy, the serving/selling of alco beverages is not permitted at the Municipal Auditorium. However may be possible for you to obtain special permission to serve/se alcoholic beverages if written approval is received from the Cit Manager, Eureka Police Department, and Alcoholic Beverage Contro Copies of the agencies' written approval need to be submitted to City of Eureka Public Works Department prior to the event.	, it 11 Y 1.	
		N/A_ Contracting party is seeking special permission to serve/alcoholic beverages.	sell	
	G.	MUNICIPAL AUDITORIUM: Electrical service = 150-600 amp, single phase, Electrician required**; Electrical service = Up to 150 am Electrician not required.	p,	
	н.	MUNICIPAL AUDITORIUM: Contracting party must provide own stage lighting, backdrops, 100 feet min. cable, security and sound sys	tem.	
	I.	BUSINESS LICENSE NUMBER		

IV.	RENTAL AND I	NSURANCE FEES AND DEPOSITS		
	RENTAL		\$_	
	INSURANCE IS	REQUIRED - INSURANCE FEES	\$	
	DEPOSITS	May be refunded	\$	250.00
	PERSONNEL	**Electrician = \$33.525/hr. x hrs.	\$_	
		Custodian = \$18.882/hr. x hrs.	\$_	
		Fire Personnel = \$62.21/hr. x hrs x	\$_	
	CONCESSIONS		\$_	
		must provide final inventory documentation to City of Eureka within 2 weeks after the event.		
	PORTABLE TOI	LETS - 2 UNITS	\$_	
	DATE TOTAL F	EES DUE AMOUNT DUE	\$_	
٧.	CONDITIONS OF	APPROVAL		

A. PUBLIC WORKS DEPARTMENT

- *1. BUILDING RENTAL HOURS LISTED ABOVE INCLUDE SET UP TIME, TIME OF THE EVENT, AND CLEAN UP TIME. You are required to abide and adhere to the contract hours.
- 2. The sponsor of the event must inform the event manager, promoter, entertainer or his/her agent either by phone, fax or mail that the crew (i.e. sound equipment manager and workers) setting up and taking down the equipment used during the performance shall remove said equipment from the event site following the conclusion of the event such removal is to be done as quietly and effectively as possible to ensure peace and quiet of the adjacent neighborhood. The California Penal Code Law forbids loud and unusual noise to disturb the tranquility of the neighborhood. Any violation of this law is a misdemeanor. Thereafter, it is incumbent upon the performer and his/her staff to assure the event sponsor and the City the equipment will be removed as quietly as possible.
- 3. Applicant's signature below signifies agreement that while your organization uses these facilities made available by the City of Eureka, you will not discriminate on the basis of disability.
- 4. Contracting party must provide a minimum of two (2) uniformed security guards to patrol the outside of the Municipal Auditorium (this is in addition to security guards required by EPD for inside the building);
- 5. Tight security at front doors must be maintained. Any concert attendee leaving the facility shall not be allowed re-entry, except from the designated smoking area;
- 6. The lawn area surrounding the Municipal Auditorium shall be restricted by marking off the areas with yellow caution tape to provide a place for non-participating concert enthusiasts a place to sit/stand. A roped-off designated smoking area outside the Auditorium shall be provided. Sidewalks shall be kept clean; and

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- 7. Drumming exhibitions or any other loud musical renditions are prohibited outside the Municipal Auditorium.
- 8. A ticket manifest must be submitted to the City of Eureka Public Works Department before ticket sales begin. All unsold tickets will be turned into the Public Works Department within two weeks after event for final accounting.
- 9. An inventory and accounting of $\overline{\text{ALL}}$ concessions, including food and merchandise, must be submitted to Public Works Department within two weeks after event for final accounting.
- 10. Insurance is required and will apply to all activities connected with this event.
- 11. The event sponsor must inform the event manager, promoter, entertainer or his/her agent that the posting of handbills on utility poles prior to the event in the City of Eureka is illegal and all or part of the deposits may be withheld.

	APPROVED BY	DATE
	Authorizing City Official	
в.	POLICE DEPARTMENT 1. Security required? Number Contracting party must contact E.P.D. for Scall 441-4060. 2. Comments:	
	Approved by Authorizing City Police Official	DATE
C.	FIRE DEPARTMENT 1. Fire Marshall required? Comment opened to patrons until Fire Department Per	nts: Doors not to be rsonnel are present.
	Approved by Authorizing City Fire Official	DATE

THE UNDERSIGNED DECLARES THAT FACTS STATED IN THIS APPLICATION ARE TRUE AND CORRECT AND WILL ABIDE BY ALL TERMS AND CONDITIONS AS STATED HEREIN AND CONTAINED IN THE CITY OF EUREKA POLICY FOR USE OF RECREATION FACILITY RENTALS.

I hereby waive, release and discharge any and all claims for damages for death, personal injury or property damage which I may have, or which hereafter accrue to me, against the City as a result of my rental of this facility. This release is also intended to provide defense and indemnification to the City, its officers, officials, employees and volunteers, any other involved municipalities or public agencies for any liability arising out of or connected in any way with my rental of this facility, even though that liability may arise out of the negligence or carelessness on the part of the persons or agencies mentioned above. It is further understood and agreed that this waiver, release and assumption of risk is to be binding on my heirs and assigns.

Other than those City of Eureka employees who are specifically assigned to assist in or monitor this event, it is understood by the City and the Contract Holder that any and all employees and volunteers working on the contracted event are employees or volunteers of the Contract Holder and not the City of Eureka. Any and all liability associated with activities of the Contract Holder's employees or volunteers, including workers' compensation, is the sole responsibility of the Contract Holder and not the City of Eureka.

	DATE	

	OFFICE USE ONLY	
Date Paid Dep	Date Paid Bal	Date of Refund
Receipt #	Receipt #	Refund #
Staff Initials	Staff Initials	Refund Amt